

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0216 MOD/AMD	Page 2 of 16
Name of Offeror or Contractor: MOSSBERG O F AND SONS INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN NOV/1995
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-6621 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

(AS7006)

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Name of Offeror or Contractor: MOSSBERG O F AND SONS INC

CONTRACTOR’S QUOTE IS INCORPORATED INTO THIS PURCHASE ORDER AS ATTACHMENT 01.

CLAUSE 52.212-4, "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS" IS INCORPORATED BY HARD COPY AS ATTACHMENT 02.

CLAUSE 52.246-15, "CERTIFICATE OF CONFORMANCE" IS INCORPORATED BY HARD COPY AS ATTACHMENT 03.

*** END OF NARRATIVE A001 ***

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Name of Offeror or Contractor: MOSSBERG O F AND SONS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>	49	EA	\$ 50.30600	\$ 2,464.99
	NSN: 1005-01-285-0625 NOUN: BARREL, SHOTGUN FSCM: 41758 PART NR: 11346V SECURITY CLASS: Unclassified PRON: M101S062M1 PRON AMD: 01 ACRN: AA AMS CD: 0700116DMC4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090062A502 W45G19 J 1 DEL REL CD QUANTITY DEL DATE 001 25 01-JUN-2000 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU TRANS OFC RED RIVER ARMY DEPOT TEXARKANA TX 75507 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0216/0000 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H090062A503 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 15 01-JUN-2000 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0216/0000 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W52H090062A504 W62G2T J 1				

Name of Offeror or Contractor: MOSSBERG O F AND SONS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 9 01-JUN-2000 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) DDJC SHARPE SITE 700 EAST ROTH ROAD FRENCH CAMP CA 95231 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0216/0000				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY</u> NSN: 1005-01-286-5188 NOUN: TRIGGER HOUSING ASSY FSCM: 41758 PART NR: 11532 SECURITY CLASS: Unclassified PRON: M101S063M1 PRON AMD: 01 ACRN: AA AMS CD: 0700116DMC4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H090062A505 W45G19 J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 160 01-JUN-2000 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU TRANS OFC RED RIVER ARMY DEPOT TEXARKANA TX 75507 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0216/0000 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W52H090062A506 W25G1U J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 70 01-JUN-2000	268	EA	\$ 40.00000	\$ 10,720.00

Name of Offeror or Contractor: MOSSBERG O F AND SONS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0216/0000</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 003 W52H090062A507 W62G2T J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 38 01-JUN-2000</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) DDJC SHARPE SITE 700 EAST ROTH ROAD FRENCH CAMP CA 95231</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0216/0000</p>				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<u>PRODUCTION QUANTITY</u> NSN: 1005-01-286-5191 NOUN: SLIDE ASSEMBLY FSCM: 41758 PART NR: 10340 SECURITY CLASS: Unclassified PRON: M101S064M1 PRON AMD: 01 ACRN: AA AMS CD: 0700116DMC4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W52H090062A508 W45G19 J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 122 01-JUN-2000 <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU TRANS OFC</p>	203	EA	\$ 18.00000	\$ 3,654.00

Name of Offeror or Contractor: MOSSBERG O F AND SONS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																
	<div>RED RIVER ARMY DEPOT TEXARKANA TX 75507</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0216/0000</div> <div>DOC SUPPL</div> <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>002</td><td>W52H090062A509</td><td>W25G1U</td><td>J</td><td></td><td>1</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr><tr><td>001</td><td>60</td><td>01-JUN-2000</td><td></td><td></td><td></td></tr></table> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0216/0000</div> <div>DOC SUPPL</div> <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>003</td><td>W52H090062A510</td><td>W62G2T</td><td>J</td><td></td><td>1</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr><tr><td>001</td><td>21</td><td>01-JUN-2000</td><td></td><td></td><td></td></tr></table> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W62G2T) DDJC SHARPE SITE 700 EAST ROTH ROAD FRENCH CAMP CA 95231</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0216/0000</div>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H090062A509	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE				001	60	01-JUN-2000				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	003	W52H090062A510	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE				001	21	01-JUN-2000							
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PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4502 TACOM-RI	PACKAGING REQUIREMENTS	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
 - 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
 - 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
 - 1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
2. Unit Package
 - 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
 - 2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
3. Intermediate Package
 - 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
4. Packing
 - 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
 - 4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION:

(End of clause)

(DS6405)

2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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Name of Offeror or Contractor: MOSSBERG O F AND SONS INC

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	JAN/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING		OBLIGATED	
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>		
0001AA	M101S062M1	AA	2	97	X4930AC6G	6D		26FB	S11116		W52H09	\$	2,464.99	
0700116DMC4														
0002AA	M101S063M1	AA	2	97	X4930AC6G	6D		26FB	S11116		W52H09	\$	10,720.00	
0700116DMC4														
0003AA	M101S064M1	AA	2	97	X4930AC6G	6D		26FB	S11116		W52H09	\$	3,654.00	
0700116DMC4														
												TOTAL	\$	16,838.99
SERVICE										ACCOUNTING		OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>						<u>STATION</u>	<u>AMOUNT</u>				
Army	AA		97	X4930AC6G	6D		26FB	S11116	W52H09	\$	16,838.99			
												TOTAL	\$	16,838.99

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	FEB/2000

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ____(ii.) Alternate I to 52.219-5.
 - ____(iii.) Alternate II to 52.219-5.
- ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ____(ii) Alternate I of 52.219-23
- ____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- ☒____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- ____(12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- ____(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-P-0216 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 16</p>
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- ____(17) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- ____ (ii.) Alternate I of 52.225-3.
- ____ (iii.) Alternate II of 52.225-3.
- ____(18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.).
- ____(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ____(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ____(21)Reserved.
- __X__(22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- ____(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- ____(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- ____(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ____(26) 201-39.5202-3, Procurement Authority (FIRMR).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- ____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

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(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

3	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2000
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

____252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

____252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

____252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

____252.225-7012 Preference for Certain Domestic Commodities.

____252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

____252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

____252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

____252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

____252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

____252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

____252.247-7023 Transportation of Supplies by Sea (____Alternate I)
(____Alternate II)(10 U.S.C. 2631).

____252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)